

# Exhibit A

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

IN RE: AMERICAN MEDICAL  
COLLECTION AGENCY, INC.  
CUSTOMER DATA SECURITY BREACH  
LITIGATION

This Document Relates To:  
CareCentrix, Inc.: Other Labs Track

Civil Action No. 19-md-2904  
(MCA)(MAH)(MDL 2904)

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is made by and between: (1) Settlement Class Representatives (as defined in Section II, Paragraph 32), for themselves and on behalf of the Participating Settlement Class Members (as defined in Section II, Paragraph 24) (together as “Plaintiffs”), and (2) CareCentrix, Inc. (“Defendant” or “CareCentrix”) (as defined in Section II, Paragraph 5) (collectively as the “Parties”). This Agreement fully and finally compromises and settles all claims that are, were, or could have been asserted against CareCentrix in the litigation styled: *In Re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*: Civil Action No. 19-MD-2904.

**I. RECITALS**

**A.** CareCentrix formerly used a company named Retrieval-Masters Creditor’s Bureau, Inc. (d/b/a American Medical Collection Agency (“AMCA”)) to pursue outstanding amounts owed by healthcare benefit recipients for whom it had coordinated benefits (“Benefit Recipients”).

**B.** CareCentrix provided AMCA with information relating to the overdue accounts for which collection services were sought (“CareCentrix Data”).

**C.** On May 15, 2019, AMCA notified CareCentrix of potential unauthorized access to its web payments system between August 1, 2018 and March 30, 2019.

**D.** Numerous class action lawsuits thereafter arose out of the AMCA Security Incident around the country.

**E.** On July 31, 2019, the United States Judicial Panel on Multidistrict Litigation issued an order (“MDL Order”) consolidating those actions in the District Court of New Jersey for purposes of pre-trial proceedings (“MDL Proceedings”).

**F.** On August 9, 2019, Plaintiff Brian D. Graifman (“Graifman”) filed a class action complaint against CareCentrix in the United States District Court for the District of New Jersey (“Action”), which was subsumed into the MDL Proceedings by operation of the MDL Order’s terms.

**G.** Class Counsel (defined below) later amended Graifman's complaint within the MDL on January 2, 2020 (treated herein as "FAC").

**H.** Debbie Amico and Andrea Hall (on behalf of minor L.D.) joined the instant action as named Plaintiffs *via* the FAC.

**I.** CareCentrix filed a motion to dismiss Plaintiffs' FAC, which the Court thereafter granted on December 16, 2021, without prejudice.

**J.** On March 31, 2022, Class Counsel filed a second amended complaint (treated as "SAC") modifying Plaintiffs' existing claims and asserting new causes of action.

**K.** Plaintiffs' Second Amended Complaint also alleged personal claims on behalf of Andrea Hall in addition to those previously asserted by her on behalf of minor L.D.

**L.** On April 29, 2022, Debbie Amico dismissed her claims against CareCentrix; as a result, Plaintiffs Graifman, Hall, and L.D. remain as the named Plaintiffs and putative Class Representatives in this Action.

**M.** On May 31, 2022, CareCentrix filed a second motion to dismiss in response to Plaintiffs' SAC, which remains pending before the Court.

**N.** CareCentrix disputes the claims alleged in the Action and denies liability and wrongdoing of any kind.

**O.** After participating in discovery for nearly three years and conducting their own respective investigations, Counsel (defined below) commenced negotiations to explore the viability of a settlement.

**P.** After several months of arm's length negotiations, the Parties agreed to settle the Action in its entirety to avoid the further expense, uncertainty, and distraction of burdensome and protracted litigation and intend this Agreement to bind all Participating Settlement Class Members and CareCentrix.

**Q.** On March 7, 2023, the Court stayed all pending discovery and scheduling deadlines without prejudice to Plaintiffs and CareCentrix with respect to any discovery completed in the MDL during the period of the stay and also any other rulings entered by the Court during such time-period. The Parties shall file a motion for preliminary approval of class settlement on or before May 23, 2023 and request a preliminary approval hearing to be scheduled by the Court at 50 Walnut St #4015, Newark, NJ 07102.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Action be settled subject to Court approval, on the following terms and conditions:

## **II. DEFINITIONS**

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

- 1. “Action”** means the litigation styled: *In Re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*: Civil Action No. 19-MD-2904, which includes all lawsuits filed against CareCentrix and consolidated therein including but not limited to the class action lawsuit filed by Brian Graifman on August 9, 2019 and all amendments to the pleadings therein.
- 2. “AMCA Security Incident”** means the security incident reported by AMCA as occurring on its computer system between August 1, 2018 and March 30, 2019.
- 3. “Alternative Compensation”** means a payment to Settlement Class Members which requires no documentation of Out-of-Pocket Losses.
- 4. “Attorneys’ Fees and Expenses”** means any award approved by the Court, pursuant to Fed. R. Civ. P. 23, for attorneys’ fees and reasonable expenses incurred in litigating the action.
- 5. “CareCentrix, Inc.” or “CareCentrix”** means and includes all employees, directors, officer, shareholders, attorneys, consultants, contractors, affiliates, insurers, agents, parent companies, predecessors, successors, subsidiaries, and assigns of CareCentrix, Inc., whether specifically named in the Action or not.
- 6. “CareCentrix Counsel”** means the law firm of Nelson Mullins Riley & Scarborough, LLP, including but not limited to Attorneys Lane Davis, William Brown, and David Dill.
- 7. “Claim” or “Claims”** means submissions by Settlement Class Members for payment from the Settlement Fund, in accordance with the Settlement.
- 8. “Claims Deadline”** means one hundred and eighty (180) days after the Notice Deadline.
- 9. “Class Counsel”** means: Attorney James Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.; Joseph J. DePalma of Lite DePalma Greenberg & Afanador, LLC; Amy E. Keller of DiCello Levitt LLC; and Hausfeld LLP.
- 10. “Counsel”** means and includes Class Counsel and CareCentrix Counsel as defined herein.
- 11. “Court”** means the United States District Court for the District of New Jersey.

**12. “Effective Date”** means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section VIII.

**13. “Final Approval Order and Judgment”** means an order and judgment entered by the Court after the Final Fairness Hearing, which finally approves the Settlement Agreement and dismisses CareCentrix with prejudice and without material change to the terms and conditions set forth herein and the Parties’ agreed-upon proposed final approval order and judgment.

**14. “Final Fairness Hearing”** means the hearing conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement and whether to issue the Final Approval Order and Judgment.

**15. “Monitoring and Assisted Restoration Services”** means those services provided by Identity Guard consistent with **Exhibit A**.

**16. “Net Settlement Fund”** is the monies remaining in the Settlement Fund after the payment of Notice and Claims Administration Expenses, Attorneys’ Fees and Expenses, and Service Awards.

**17. “Notice”** means notice of the proposed class action settlement to be provided to Settlement Class members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement, substantially in the form attached hereto as **Exhibit B**.

**18. “Notice and Claims Administration Expenses”** are those expenses reasonably incurred by the Settlement Administrator related to the Settlement.

**19. “Notice Deadline”** means forty-five (45) days after Preliminary Approval.

**20. “Notice Plan”** means the settlement notice program developed by the Parties and Settlement Administrator and submitted as an exhibit to Plaintiffs’ motion for preliminary approval of the settlement, as approved by the Court.

**21. “Objection Deadline”** means sixty (60) days after the Notice Deadline.

**22. “Opt-Out Deadline”** means sixty (60) days after the Notice Deadline.

**23. “Out-of-Pocket Losses”** means those losses by Settlement Class Members which are reasonably attributable to the Data Breach, as further discussed herein.

**24. “Participating Settlement Class Members”** means all Settlement Class Members who did not timely opt-out of the settlement through a valid opt-out form.

**25. “Personal Information”** means names, dates of birth, Social Security numbers, addresses, credit card information, bank information, or provider-related information that Plaintiffs contend could potentially have been accessed without authorization as a result of the AMCA Security Incident.

**26. “Preliminary Approval Order”** means an order by the Court that: preliminarily certifies a Settlement Class; approves this Agreement including but not limited to the forms and procedure for providing notice to the Settlement Class; establishes a procedure for Settlement Class Members to object to or opt-out of the Settlement; and sets a date for the Final Fairness Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached as an exhibit to Plaintiffs’ motion for preliminary approval of the Settlement and related filings.

**27. “Second Amended Complaint” or “SAC”** means the latest iteration of Plaintiffs’ Complaint as pending before the Court and filed by Plaintiffs on March 31, 2022.

**28. “Service Award Payment”** means compensation awarded and paid to Settlement Class Representatives from the Settlement Fund in recognition of their role in this litigation, and as consideration for the additional releases they are providing as part of this Settlement, as set forth in Section X, Paragraph 1.

**29. “Settlement Administrator”** means the settlement administration company, as engaged by Class Counsel and compensated from the Settlement Fund, subsequent to Court approval.

**30. “Settlement Agreement” or “Agreement”** means the terms and conditions of set forth in this document together with any attachments hereto, which are incorporated herein by reference and expressly conditioned upon Court approval.

**31. “Settlement Class Members” or “Class Members”** mean(s) all individuals for whom CareCentrix coordinated healthcare benefits in the United States and whose Personally Identifiable Information (“PII”) was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident. The following entities and individuals are excluded from the definitions of “Settlement Class Members” or “Class Members”:

- a. CareCentrix;
- b. Any entity in which CareCentrix has a controlling interest;
- c. Any parent or subsidiary of CareCentrix;
- d. Any entity that is controlled by CareCentrix;
- e. The officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of CareCentrix;
- f. All judges and court personnel involved in this Action, along with their immediate family members.

**32. “Settlement Class Representatives”** means and includes each of the remaining named Plaintiffs in the SAC filed against CareCentrix on March 31, 2022. Those individuals include: Brian G. Graifman; Andrea Hall, who asserts claims on her own behalf and on behalf of L.D., a minor.

**33. “Settlement Fund”** means a non-reversionary cash settlement fund for the benefit of Participating Settlement Class Members and paid by CareCentrix, subject to the terms and conditions set forth below, in the amount of Six Million Three Hundred Thousand Dollars and No Cents (\$6,300,000.00). The “Settlement Fund” constitutes the total financial obligation of CareCentrix from which all payments and financial obligations contemplated by the Parties hereunder shall be paid without any further financial obligation of any kind on the part of CareCentrix. All fees, costs, and such other expenses associated with effectuating the terms and conditions of the Settlement Agreement shall be paid from the Settlement Fund without limitation.

**34. “Settlement Website”** means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Plan, as a means for Settlement Class Members to obtain notice of and information about the Settlement, the order preliminarily approving this Settlement, the Claims Process, the Complaint and such other information as Class Counsel and CareCentrix agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until 90 days after the Effective Date. The URL of the Settlement Website shall be agreed upon by Class Counsel and CareCentrix. The Settlement Website shall not include any advertising.

**35. “Subject Personal Information”** means the Personal Information of Settlement Class Members that resided on AMCA’s computer system in connection with collection services provided to CareCentrix to the exclusion of Personal Information residing on AMCA’s computer system for purposes of providing collection services to other entities such as the remaining Defendants in the MDL.

### **III. SETTLEMENT CONSIDERATION**

In exchange for Settlement Class Representatives’ and Participating Settlement Class Members’ release of claims as set forth in Section IX, CareCentrix will provide the following relief as part of the Settlement:

**1. Settlement Payment from CareCentrix.** CareCentrix will fund a non-reversionary cash Settlement Fund (as defined above) for the benefit of all Participating Settlement Class Members pursuant and subject to the following conditions:

- a. Within thirty (30) days of the Court’s issuance of an Order directing class notice, CareCentrix will pay the Settlement Fund totaling Six Million Three Hundred Thousand Dollars and No Cents (\$6,300,000.00) to the Settlement Administrator via ACH transfer, check, or a combination thereof.

- b. Save for part Section III, paragraph 3 below [non-pursuit of debt], payment of the Settlement Fund shall constitute the sole and total financial obligation on the part of CareCentrix. All payments and financial obligations contemplated by the Parties hereunder, inclusive of all expenses arising out of the implementation and administration of the terms and conditions of the Settlement Agreement of any kind, shall be paid from the Settlement Fund without any further financial obligation whatsoever on the part of CareCentrix.

**2. Payments from the Settlement Fund.** The Settlement Fund will be used to fund Reimbursement for Out-of-Pocket Losses, Monitoring and Assisted Restoration Services, Alternative Compensation, Administrative Costs and Notice Costs, Service Awards, and Attorneys' Fees and Expenses.

- a. Out-of-Pocket Losses are verifiable unreimbursed costs or expenditures that a Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident. Settlement Class Members may file a claim for up to \$5,000 in Out-of-Pocket Losses, subject to increases or decreases *pro rata* depending upon the number of claims filed. Out-of-Pocket Losses may include, without limitation, the following:

- i. unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, medical fraud, or other alleged misuse of Settlement Class Members' personal information;
- ii. professional service costs—such as law firms or credit repair services—related to misuse of Settlement Class Members' personal information;
- iii. miscellaneous expenses incurred related to any Out-Of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- iv. credit monitoring costs that were incurred on or after June 1, 2019, through the date of the Settlement Class Member's claim submission;
- v. up to 10 total hours for verified and documented time spent taking Preventative Measures and time spent remedying fraud, identity theft, or other misuse of a Settlement Class Member's personal information that is fairly traceable to the AMCA Security Incident at \$25 per hour.

- b. Alternative Compensation. In lieu of seeking Out-of-Pocket Losses, Settlement Class Members may submit a claim for Alternative Compensation, which shall be up to \$50 per Settlement Class Member, subject to *pro rata* increases or decreases, depending on the number of claims filed.
- c. Monitoring and Assisted Restoration Services. In addition to Out-of-Pocket Losses or Alternative Compensation, Settlement Class Members will be eligible to claim and enroll in up to 3 years of Monitoring Services, which shall include and

shall be delivered consistent with the standards set forth in Exhibit A, for both personal information and medical information. These services will be provided by Identity Guard, which will be appointed by the Court as the provider of Monitoring Services and be subject to the Court's jurisdiction for enforcement of the terms of this Settlement.

- d. Additional California Settlement Class Member Compensation. Regardless of whether a Settlement Class Member submits a claim for Alternative Compensation or Out-of-Pocket Losses, and/or Monitoring and Assisted Restoration Services, if the Settlement Class Member resided in the State of California between August 1, 2018, and March 30, 2019, then that Settlement Class Member will also be eligible for an additional payment of \$50, subject to *pro rata* increases and decreases, depending on the number of claims filed.
- e. Except as specifically provided herein, the Settlement Fund will be used to fund Out-of-Pocket Losses, Alternative Compensation, Additional California Settlement Class Member Compensation, Monitoring and Assisted Restoration Services, Administrative Costs and Notice Costs, Service Awards, and Attorneys' Fees and Expenses.
  - i. To ensure adequate compensation, 1/3 of the Net Settlement Fund will be used to compensate Settlement Class Members' Claims for Alternative Compensation and Additional California Settlement Class Member Compensation. To the extent the aggregate amounts required to fund the settlement provisions for Out-of-Pocket Losses, Alternative Compensation, and Additional California Settlement Class Member Compensation listed above exceed the amount of the Net Settlement Fund remaining after distributions are made to fund Monitoring and Assisted Restoration Services, the cash payments provided in these provisions shall be reduced on a *pro rata* basis, meaning cash payments shall be allocated based on each claimant's proportional share of the remainder of the Settlement Fund.
  - ii. If any remaining funds in the Net Settlement Fund remain after payments for Out-of-Pocket Losses and Monitoring and Assisted Restoration Services, then the amount of money paid to Settlement Class Members for Alternative Compensation and Additional California Settlement Class Member Compensation will be increased until their *pro rata* allotment equals 100% of each Settlement Class Member's Claim. Thereafter, the remaining funds will be split proportionally among Settlement Class Members related to the amount of their valid Claim.

iii. Upon completion of the distributions identified in Section 2, and after the Settlement Administrator completes its duties with respect to delivering settlement funds to claimants as set forth in Section VII, paragraph 2(i), any remaining funds resulting from the failure of claimants to timely negotiate a settlement check or to timely provide required tax information such that a settlement check could issue, shall be distributed as otherwise ordered by the Court, but in no event shall any of the Settlement Fund revert to Defendants.

**3. Non-Pursuit of Outstanding or Unresolved Charges.** Within ten (10) days of the Settlement Agreement's Effective Date, CareCentrix agrees to cease pursuit of any amounts due and owing or otherwise unresolved at the time of the final approval of the Parties' Settlement Agreement which were referred to AMCA by CareCentrix prior to the AMCA Security Incident that is the subject of the litigation captioned *In re Am. Med. Collection Agency, Inc. Customer Data Sec. Breach Litig.*, Civil Action No. 19-md-2904 (MCA)(MAH), pending in the United States District Court for the District of New Jersey (hereinafter "Unpaid Amounts"). CareCentrix shall also inform its debt collection agencies, third parties, or servicers that any ongoing efforts to pursue Unpaid Amounts for Participating Class Members shall cease. At no point in the future shall CareCentrix or any of its servicers, contractors, subsidiaries, parents, successors, or assigns pursue collection of the Unpaid Amounts by individuals whose accounts were impacted by the AMCA Security Incident. Notwithstanding the foregoing, nothing shall impact CareCentrix's ability to pursue unpaid amounts that were not subject to the AMCA Security Incident. None of the Settlement Fund shall be used to fund this provision of the Settlement.

#### **IV. CLAIMS PROCESS**

**1. Settlement Administrator.** Subject to Court approval, Plaintiffs will retain an independent settlement administrator and notice provider. All fees and costs associated with the engagement of the Settlement Administrator and work performed by the Settlement Administrator, including the costs of notice, shall be paid from the Settlement Fund.

**2. Claims Process.**

- a.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically through the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked before the Claims Deadline.
- b.** For Claims for Out-of-Pocket Losses, the Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member and shall be responsible for evaluating claims and making a determination as to whether claimed

Out-of-Pocket Losses are valid and fairly traceable to the AMCA Security Incident. Settlement Class Members with Out-of-Pocket Losses must submit Reasonable Documentation supporting their claims. As used herein, “Reasonable Documentation” means documentation supporting a claim prepared by a third party. Non-exhaustive examples of Reasonable Documentation include credit card statements, bank statements, invoices, telephone records, and receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the claimant do not constitute Reasonable Documentation but may be included to provide clarification, context or support for other submitted Reasonable Documentation.

- i. What Losses are “Fairly Traceable” to the Incident. In assessing what qualifies as “fairly traceable,” the Parties agree to instruct the Settlement Administrator to consider (i) the timing of the loss, including whether the loss occurred after the AMCA Security Incident; and (ii) the nature of the loss, including whether the loss was reasonably incurred as a result of the AMCA Security Incident. The Settlement Administrator shall have the sole discretion and authority to determine whether claimed Out-of-Pocket Losses are valid and fairly traceable to the AMCA Security Incident but may consult with Class Counsel in making individual determinations.
- ii. Claims for Time. Settlement Class Members who spent time remedying fraud, identity theft, or other alleged misuse of the Settlement Class Member’s personal information fairly traceable to the AMCA Security Incident, or who spent time to prevent potential fraud, identity theft, or misuse of their personal information as a result of the AMCA Security Incident, can receive reimbursement for such time expenditures subject to the following provisions: (i) Settlement Class Members must submit supporting documentation in support of any claims for time (which may include receipts, invoices, bank statements or credit card statements reflecting charges, police reports, contemporaneous communications related to time spent dealing with the breach, or other such records); (ii) the supporting documentation must be supported by a brief explanation which describes the connection between the supporting documentation and time spent.

### **3. Disputes and Appeals.**

- a. To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses is deficient in whole or part, within 14 days after making such a determination, the Settlement Administrator shall notify the Settlement Class Member in writing (including by e-mail where the Settlement Class Member selects e-mail as his or her preferred method of communication) of the deficiencies and give the Settlement Class Member 30 days to cure the deficiencies. The notice shall

inform the Settlement Class Member that he or she can either attempt to cure the deficiencies outlined in the notice, or dispute the determination in writing and request an appeal. If the Settlement Class Member attempts to cure the deficiencies but, in the sole discretion and authority of the Settlement Administrator fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within 14 days of the determination. The notice shall inform the Settlement Class Member of his or her right to dispute the determination in writing and request an appeal within 30 days. The Settlement Administrator shall have the sole discretion and authority to determine whether a claim for Out-of-Pocket Losses is deficient in whole or part but may consult with Class Counsel in making individual determinations.

- b.** If a Settlement Class Member disputes a determination in writing (including by e-mail where the Settlement Class Member selects e-mail as his or her preferred method of communication) and requests an appeal, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel a copy of the Settlement Class Member's dispute and Claim Form along with all documentation or other information submitted by the Settlement Class Member. Class Counsel and Defendants' Counsel will confer regarding the claim submission, and their agreement on approval or denial of the Settlement Class Member's claim, in whole or part, will be final. If Class Counsel and Defendants' Counsel cannot agree on approval or denial of the Settlement Class Member's claim, in whole or part, the dispute will be submitted to a mutually agreeable neutral who will serve as the claims referee, which will be paid for out of the Settlement Fund. If the Parties are unable to reach agreement on who will serve as the claims referee, they will submit their proposals to the Court. The Court will have final, non-appealable decision-making authority over designating the claims referee. The claims referee's decision will be final and not subject to appeal or further review.

- 4.** All checks issued to Participating Settlement Class Members pursuant to this Agreement shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

## **V. PRELIMINARY APPROVAL**

- 1.** Upon execution of this Agreement, Class Counsel will promptly file a motion for preliminary approval of the Settlement with the Court. Contemporaneously with or as part of that motion, Settlement Class Representative and Class Counsel will move for certification of the Settlement Class for purposes of settlement only and CareCentrix will stipulate to class certification for purposes of settlement only. The Parties agree that if the Court does not grant either preliminary approval or final approval of this Settlement or if the Settlement is terminated as set forth in Section VIII, Paragraph 3, the stipulation regarding class certification will be void and of no further force or effect.

**2.** Class Counsel shall apply to the Court for entry of the Preliminary Approval Order. The Preliminary Approval Order shall include approval of the form of notice provided to Settlement Class Members.

## **VI. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

**1.** The Settlement Administrator is responsible for distributing and disseminating the Notice according to the Notice Plan.

**2.** CareCentrix shall provide the Settlement Administrator with the names, last known mailing address, and last known e-mail addresses of Settlement Class Members, to the extent reasonably available, no later than five (5) days after the date on which the Court enters the Preliminary Approval Order. The Settlement Administrator shall distribute the Court-approved notice to Settlement Class Members no later than forty-five (45) days after the date on which the Court enters the Preliminary Approval Order.

**3. Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a written request for exclusion to the Settlement Administrator postmarked no later than sixty (60) calendar days after the Notice Deadline or via online by the Settlement Website. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice will also state that any Settlement Class Member who does not file a timely and adequate request for exclusion in accordance with this Paragraph will lose the opportunity to exclude herself from the Settlement and will be bound by the Settlement.

**4. Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) calendar days after the Notice Deadline. The written objection must include the name of the proceeding, the objector’s full name, current address, personal signature, a statement of grounds for the objection, the identity of any attorneys representing the objector, and the signature of the objector or the objector’s attorney. The Notice must set forth the time and place of the Final Fairness Hearing that the objector may choose to attend. The Notice will also state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Fairness Hearing and shall be forever barred from making any objection to the Settlement.

**5.** The Parties agree that neither they nor their counsel will solicit or otherwise encourage directly or indirectly Settlement Class Members to request exclusion from the Class, object to the Settlement, or appeal the Final Judgment.

## **VII. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

- 1.** The Settlement Administrator shall perform the functions as specified in this Agreement, including, but not limited to: overseeing administration of the Claims Process; providing Notice to Settlement Class Members *via* U.S. mail and e-mail; establishing and operating the Settlement Website and a toll-free number; and administering the claims process.
- 2.** The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement and in the Notice Plan, include:
  - a.** Obtaining from CareCentrix, pursuant to Section VI, Paragraph 2, the names, last known mailing addresses, and last known e-mail addresses, to the extent reasonably available, of Settlement Class Members for the purpose of sending Notice to Settlement Class Members;
  - b.** Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
  - c.** Establishing and maintaining the Settlement Website;
  - d.** Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
  - e.** Responding to any mailed Settlement Class Member inquiries;
  - f.** Processing all objections and requests for exclusion from the Settlement Class;
  - g.** Providing weekly reports and, no later than seven (7) days after the Opt-Out Deadline, a final report to Counsel, that summarizes the number of written notifications of exclusion received that week, the total number of written notifications of exclusion received to date, and other pertinent information as requested by Counsel;
  - h.** In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Plan in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class;
  - i.** After the Effective Date, processing and transmitting distributions to Participating Settlement Class Members;

- j. Performing any function related to Settlement administration at the agreed-upon instruction of Counsel, including, but not limited to, verifying payments have been distributed.

3. Plaintiffs shall be solely and exclusively responsible for payment to the Settlement Administrator from the Settlement Fund.

### **VIII. EFFECTIVE DATE AND TERMINATION**

1. The Effective Date of the Settlement shall be the first business day after all of the following conditions precedent have been fulfilled:

- a. CareCentrix and the Settlement Class Representatives execute this Settlement Agreement;
- b. The Court enters the Preliminary Approval Order without material change to the Parties' agreed-upon proposed preliminary approval order (attached as an exhibit to plaintiffs' motion for preliminary approval of the settlement);
- c. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- d. The Court enters the Final Approval Order and Judgment without material change to the Parties' agreed-upon proposed final approval order and judgment; and
- e. The Final Approval Order and Judgment has become final because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

2. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amounts that Class Counsel requests. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue on appeal being the fee request awarded to Class Counsel.

3. This Settlement may be terminated by either Class Counsel or CareCentrix by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 14

days (or such longer time as may be agreed between Class Counsel and CareCentrix) after any of the following occurrences:

- a. Class Counsel and CareCentrix Counsel agree to termination before the Effective Date;
- b. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
- c. An appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- d. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the proposed Final Approval Order, or the Settlement; or
- e. The Effective Date does not otherwise occur.

4. In the event of a termination as provided in Section 8, paragraph 3, this Agreement shall be considered null and void. All of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims, defenses, and rights to complete discovery are expressly preserved.

## IX. RELEASES

1. As of the Effective Date, Settlement Class Representatives and Participating Settlement Class Members absolutely and unconditionally release and discharge CareCentrix, including any entity in which CareCentrix has a controlling interest, is a parent or subsidiary, or which is controlled by CareCentrix, as well as the officers, directors, shareholders, consultants, contractors, affiliates, legal representatives, CareCentrix Counsel, insurers, insurance adjusters, employees, managers, agents, heirs, predecessors, successors, and assigns of CareCentrix ("Released Parties"), whether named in this Action or not—from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, or are based upon the AMCA Security Incident, CareCentrix's efforts to collect amounts due and owing from Settlement Class Representatives and Participating Class Members, or AMCA's efforts to collect amounts due and owing to CareCentrix from Settlement Class Representatives and Participating Class Members and CareCentrix's or AMCA's collection efforts, or such other claims that were alleged or could have

been alleged in the Action (“Released Claims”). Settlement Class Representatives and Participating Settlement Class Members also agree and covenant not to sue any Released Parties with respect to any of the Released Claims and are forever barred from doing so, in any court of law or equity, or any other forum.

**2.** As of the Effective Date, CareCentrix shall absolutely and unconditionally release and discharge Settlement Class Members, Settlement Class Representatives, and Class Counsel from any claims that arise out of or relate in any way to the institution or prosecution of the Action brought against CareCentrix, except for claims relating to the enforcement of the terms and conditions of the Settlement Agreement and for the submission of false and fraudulent claims for Settlement benefits.

**3.** Class Representatives agree to release any and all claims in connection with the AMCA Security Incident, including emotional distress or any other injury allegedly suffered in connection with the AMCA Security Incident.

**4.** IN ADDITION, EACH CLASS MEMBER HEREBY EXPRESSLY WAIVES AND RELEASES AS TO THE RELEASED CLAIMS, UPON THE FINAL EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR ANY OTHER STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTION HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

#### **X. ATTORNEYS' FEES, COSTS, EXPENSES AND SERVICE AWARDS**

**1. Service Award Payments.** Class Counsel will ask the Court to approve, and CareCentrix will not oppose, Service Award Payments not to exceed Five Thousand Dollars (\$5,000.00) for each of the Settlement Class Representatives. All Service Award Payments shall be paid by from the Settlement Fund separate from any other benefits offered under this Settlement. Neither Class Counsel’s application for, nor any individual’s entitlement to a Service Award Payment shall be conditioned in any way upon such individual’s support for this Agreement.

**2. Attorneys’ Fees, Costs and Expenses.** Class Counsel will move the Court for an Order awarding attorneys’ fees, costs, and expenses (collectively treated as, “Fee Award”) expressed as a percentage of the Settlement Fund not to exceed one-third of the fund (33.33%). Any Fee Award shall be solely and exclusively paid and disbursed from the Settlement Fund. Class Counsel will

make an application for such fees, costs, and expenses to the Court at least 21 days before the Objection Deadline.

**3.** Within seven (7) business days after the later of the Effective Date or a final order approving Class Counsel's requested Fee Award after the time for seeking rehearing, appellate or other review of the fee request has expired, the Settlement Administrator shall pay to Class Counsel all amounts approved by the Court in relation to the requested Fee Award. In the event the requested Fee Award is reduced on appeal, Class Counsel shall only be paid the reduced amount of the requested Fee Award from the Settlement Fund. Class Counsel shall timely furnish to CareCentrix any required tax information, account information or necessary forms before the payment is due.

**4.** In the event the Court declines to approve, in whole or in part, the requested Fee Award sought by Class Counsel, the remaining provisions of this Agreement shall remain in full force and effect. No order of the Court or modification or reversal or appeal of any order of the Court, as related to the requested Fee Award, shall constitute grounds for cancellation, termination, or avoidance of this Agreement.

#### **XI. NO ADMISSION OF LIABILITY**

**1.** CareCentrix disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. CareCentrix has agreed to enter into this Agreement to avoid the further expense, inconvenience, distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

**2.** Class Counsel and Settlement Class Representatives believe that the claims asserted in the Action have merit and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel and Settlement Class Representatives have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the Settlement Class Members' best interests.

**3.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

**4.** Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as an admission of, or evidence of the validity of any claim made by Plaintiffs; or (b) is or may be deemed to be, or

may be used as an admission of, or evidence of any fault or omission by CareCentrix in the Action or in any proceeding in any court, administrative agency or other tribunal.

**5.** Other than as provided herein, neither party nor their counsel shall issue any press releases or other comments to any form of media or any third party announcing the settling of this matter or the terms of the Settlement. The Parties will agree on language for a responsive stand-by statement for media inquiries regarding the litigation and Settlement Agreement and any related matters. This statement will not provide information on the specific terms of the Settlement and will only confirm that the matter has been closed pursuant to a settlement. The Parties may make additional disclosures to comply with applicable law or to obtain or defend approval of the Settlement. CareCentrix may make such disclosures as it may be required to do under contract. Nothing herein shall prevent Class Counsel from communicating with Settlement Class Members regarding the substance of the Settlement or the notice and claims process. No Party, Class Counsel, or CareCentrix Counsel will encourage any Settlement Class Member to communicate with the media about this Settlement Agreement. No Party or their counsel, nor anyone else acting on behalf of any of them shall make any public statement disparaging any Party, any Party's counsel, or this Settlement Agreement.

## **XII. MISCELLANEOUS**

**1. Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

**2. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Participating Settlement Class Members and CareCentrix.

**3. Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, to defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

**4. Obligation to Meet and Confer.** Before filing any motion in the District Court of New Jersey raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

**5. Integration.** This Agreement, along with any exhibits attached hereto, constitute a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, promises, representations, or warranties of any kind whatsoever have been made by any Party hereto except as provided for herein. The recitals set forth above are incorporated into this Agreement to the extent necessary to discern the Parties'

**6. No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

**7. Governing Law.** The Agreement shall be construed in accordance with and be governed by the laws of the State of New Jersey without regard to the principles of choice of law.

**8. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through e-mail of an Adobe PDF shall be deemed an original.

**9. Jurisdiction.** The District Court of New Jersey shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement. The District Court of New Jersey shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for purposes of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the District Court of New Jersey for this purpose.

**10. Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and possesses the authority to bind the Party on whose behalf he or she signs this Agreement as to all of the terms and provisions of this Agreement.

**11. No Construction against Drafter.** This Agreement was and shall be deemed to have been jointly drafted by the Parties. Any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

**12. Notices.** All notices to Counsel provided for herein shall be sent by overnight mail to:

James E. Cecci, Esq.  
**CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY, & AGNELLO, P.C.**  
5 Becker Farm Road  
Roseland, NJ 07068

All notices to CareCentrix provided for herein, shall be sent by overnight mail to:

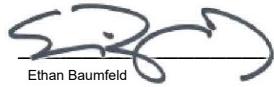
Lane W. Davis, Esq.  
**NELSON MULLINS RILEY & SCARBOROUGH, LLP**  
2 West Washington Street, Suite 400  
Greenville, SC 29601

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree promptly to provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Plan.

**[SIGNATURES ON FOLLOWING PAGES]**

**WE HAVE READ, UNDERSTAND, AND AGREE TO THE FOREGOING TERMS AND CONDITIONS:**

**CARECENTRIX, INC.**

  
\_\_\_\_\_  
Ethan Baumfeld  
Authorized Signatory

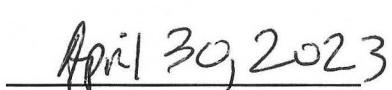
April 27, 2023

Date

**WE HAVE READ, UNDERSTAND, AND AGREE TO THE FOREGOING TERMS AND CONDITIONS:**

**SETTLEMENT CLASS REPRESENTATIVES & NAMED PLAINTIFFS**

  
\_\_\_\_\_  
Brian D. Graifman

  
\_\_\_\_\_  
Date

Andrea Hall on behalf of herself  
\_\_\_\_\_

\_\_\_\_\_  
Date

Andrea Hall on behalf of L.D., a minor  
\_\_\_\_\_

\_\_\_\_\_  
Date

**WE HAVE READ, UNDERSTAND, AND AGREE TO THE FOREGOING TERMS AND CONDITIONS:**

**SETTLEMENT CLASS REPRESENTATIVES & NAMED PLAINTIFFS**

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Brian D. Graifman



6897CFB53B714FA..

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Date

5/2/2023

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Andrea Hall on behalf of herself



6897CFB53B714FA..

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Date

5/2/2023

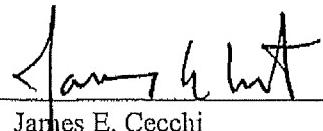
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Andrea Hall on behalf of L.D., a minor

---

Date

APPROVED AS TO FORM AND CONTENT:



James E. Cecchi

CARELLA, BYRNE, CECCHI,  
OLSTEIN, BRODY, & AGNELLO, P.C.

*Attorneys for Plaintiffs*



Lane W. Davis

NELSON MULLINS RILEY &  
SCARBOROUGH, LLP

*Attorneys for Defendant*

Date: 4-28-23

Date: 5-1-23

# Exhibit A

(To Follow)

# Exhibit B

# Summary Notice

**LEGAL NOTICE  
ONLY TO BE OPENED  
BY THE INTENDED  
RECIPIENT**

*A federal court has  
authorized this Notice.*

*This is not a solicitation from  
a lawyer.*

 Settlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**«ScanString»**

Postal Service: Please do not mark barcode.

Notice ID: «Notice ID»  
Confirmation Code: «Confirmation Code»  
«FirstName» «LastName»  
«Address1»  
«Address2»  
«City», «StateCd» «Zip»  
«CountryCd»

Notice ID: «Notice ID» **\*\*\*THIS IS NOT A CLAIM FORM\*\*\***

**PERSONAL INFORMATION UPDATE FORM**

To notify the Settlement Administrator of any change in your contact information, you may fill out this section and return it to the Settlement Administrator by mail. This is not a Claim Form. To submit a claim form, visit [\[REDACTED\]](#).

First Name  MI  Last Name

Mailing Address

City  State  Zip Code

Email Address

Phone Number

**Why am I receiving this notice?** You are receiving this Notice because the records of CareCentrix, Inc. ("CareCentrix" or "Defendant") show that your Personally Identifiable Information ("PII") and/or Personal Health Information ("PHI") may have been compromised as a result of a security incident that occurred between August 1, 2018 and March 30, 2019 ("AMCA Security Incident"). You are therefore likely a Settlement Class Member eligible to receive relief under this class action settlement.

**Who's included in the Settlement Class?** The Settlement Class includes all individuals for whom CareCentrix coordinated healthcare benefits in the United States and whose Personally Identifiable Information was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident.

**What are the Settlement Benefits?** Under the Settlement, CareCentrix will fund a non-reversionary settlement fund of \$6.3 million to fund Reimbursement for Out-of-Pocket Losses, Monitoring and Assisted Restoration Services, Alternative Compensation, Administrative Costs and Notice Costs, Service Awards, and Attorneys' Fees and Expenses. Two types of claims may be made: (1) Out-of-Pocket Losses from verifiable unreimbursed costs or expenditures that Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident up to \$5,000; or (2) Alternative Compensation which provides for a \$50 per class members payments, both subject to pro rata increases or decreases dependent on the number of claims filed. A Settlement Class Member may also elect to receive monitoring and assisted restoration services for at least 3 years for both personal information and medical information by Identity Guard. Additionally, California Settlement Class Members are eligible for an additional payment of \$50, subject to a pro rata increase or decreases, depending on the number of claims filed.

**How do I Submit a Claim Form for Benefits?** You must submit a Claim Form, available at [REDACTED] to be eligible to receive a Settlement benefit. Your completed Claim Form must be submitted online or mailed to the Settlement Administrator, postmarked by [REDACTED].

**What are my other options?** If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against the Released Parties, including CareCentrix. You may **Opt-Out** of or **Object** to the Settlement by [REDACTED]. The full Notice available at Settlement Website, [REDACTED], explains how to Opt-Out of or Object to the Settlement.

**Do I have a Lawyer in this Case?** Yes, the Court appointed the law firms Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.; Lite DePalma Greenberg & Afanador, LLC; DiCello Levitt, LLC; and Hausfeld LLP (collectively, "Class Counsel.") to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's Final Fairness Hearing.** The Court will hold a Final Fairness Hearing on [REDACTED], to consider whether to approve the Settlement, service awards for the Class Representatives, and a request for attorneys' fees and expenses for Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

**This notice is only a summary.** For more information, visit [REDACTED] or call toll-free 1-[REDACTED]-XXXX.

[REDACTED] Settlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

# Notice

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

**If you were an individual for whom CareCentrix, Inc. coordinated benefits and whose Personally Identifiable Information and/or Personal Health Information was potentially at risk as a result of a data security incident that was announced on July 10, 2019, you may be entitled to compensation from a class action settlement.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

**Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

- A settlement has been reached to resolve a class action lawsuit against CareCentrix, Inc. (“CareCentrix” or “Defendant”) brought by individuals for whom CareCentrix coordinated healthcare benefits (“Benefit Recipients”) and whose personal identifying information and/or personal health information may have been compromised as a result of a data breach at Retrieval-Masters Creditor’s Bureau, Inc. (d/b/a American Medical Collection Agency (“AMCA”)) which was announced on July 10, 2019, affecting approximately 420,000 individuals (the “AMCA Security Incident”).
- In the consolidated lawsuits referred to as *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*, Civil Action No. 19-md-2904, Plaintiffs asserted claims on behalf of a class of individuals related to the AMCA Security Incident. These claims included alleged negligence, negligence per se, breach of confidence, invasion of privacy – intrusion upon seclusion, unjust enrichment, violation of Connecticut Unfair Trade Practices Act, breach of security regarding computerized data, violations of New York Consumer Law for Deceptive Acts and Violation of New York’s data breach laws concerning delayed notification.
- As part of the settlement and subject to the terms set forth below, CareCentrix has agreed to pay \$6.3 million to class members and to cease collection efforts with respect to any unresolved amounts due and owing by class members to CareCentrix. Class Members can receive two types of compensation: (1) Class Members will have the option of being reimbursed for verifiable expenses associated with the AMCA Security Incident up to a total of \$5,000; or (2) In lieu of submitting a claim for verifiable out-of-pocket expenses, Class Members can submit a claim for Alternative Compensation of up to \$50. In addition, Class Members can enroll for up to three years of credit monitoring services which would also be paid out of the settlement fund. Settlement Class members residing in California are entitled to an additional \$50.
- Class Counsel can apply to the Court for up to 33 1/3% of the Settlement for attorneys’ fees and reimbursement of out-of-pocket costs and expenses. Additionally, Class Counsel can seek payment of up to \$5,000 to each class representative Plaintiff as a Case Contribution Award.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY: [DEADLINE]</b>	If eligible, you will receive a cash payment. You are also eligible to claim and enroll in up to 3 years of Monitoring Services for both personal information and medical information.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY: [DEADLINE]</b>	If you ask to be excluded, you will not receive compensation, but you may be able to file your own lawsuit against CareCentrix for claims arising out of or related to the AMCA Security Incident. This is the only option that leaves you the right to file your own lawsuit against CareCentrix (defined in the Settlement Agreement) for the claims that are being resolved by the Settlement.
<b>OBJECT TO THE SETTLEMENT BY: [DEADLINE]</b>	You can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, you will be bound by the Settlement and unable to file your own lawsuit.

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

<b>DO NOTHING</b>	If you do nothing, you will not receive any compensation. If you do nothing, you will also forfeit your right to sue or bring any claim against CareCentrix arising out of or related to the AMCA Security Incident.
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- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Compensation will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

## WHAT THIS NOTICE CONTAINS

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2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

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5. How do I know if I am part of the settlement?
6. Are there exceptions to being included?
7. I am still not sure if I am included.

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14. If I don't opt out, can I sue CareCentrix for the same thing later?
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17. How will the lawyers and financial institutions representing the Settlement Class be paid?

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21. Do I have to attend the hearing?

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

**If You Do Nothing..... Page 10**

22. What happens if I do nothing at all?

**Getting More Information ..... Page 10**

23. How do I get more information?

## BASIC INFORMATION

**1. Why did I get this Notice package?**

You may be a Benefit Recipient in the United States whose Personally Identifiable Information (“PII”) was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident.

The Court in charge of the case is the U.S. District Court for New Jersey, and the lawsuit is known as *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*: Civil Action No. 19-md-2904.

The Court authorized this Notice because you are entitled to know about your rights under a proposed class action settlement with CareCentrix before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the cash payments, and distribute access codes for credit monitoring and assisted restoration services, that the Settlement allows.

This Notice package explains the lawsuits, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them.

**2. What is this lawsuit about?**

The class action lawsuit, referred to as *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*: Civil Action No. 19-md-2904 (D.N.J.), is related to the AMCA Security Incident and assert claims against CareCentrix for alleged negligence, negligence per se, breach of confidence, invasion of privacy – intrusion upon seclusion, unjust enrichment, violation of Connecticut Unfair Trade Practices Act, breach of security regarding computerized data, violations of New York Consumer Law for Deceptive Acts and Violation of New York’s data breach laws concerning delayed notification. The Settlement Class Representatives (on behalf of themselves and the class) seek to recover damages for out of pocket losses and monitoring and assisted restoration reserves related to the AMCA Security Incident. CareCentrix denies the allegations, any wrongdoing, and any liability to Plaintiffs. The Court has not decided whether CareCentrix has any legal liability.

**3. Why is this a class action?**

In a class action, one or more individuals or entities called “class representatives” sue on behalf of themselves and other individuals or entities with similar claims. All of these individuals or entities together are the “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the settlement class.

**4. Why is there a settlement?**

The Court has not decided in favor of Plaintiffs or CareCentrix. Instead, both sides agreed to the Settlement. The Settlement is not an admission that CareCentrix did something wrong, but rather a compromise to end the lawsuits. By agreeing to settle, both sides avoid the costs, risks, and uncertainties of a trial and related appeals, while providing

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

benefits to members of the Settlement Class. The Settlement Class Representatives and the attorneys for the Settlement Class think the Settlement is best for all class members.

## WHO IS PART OF THE SETTLEMENT

### 5. How do I know if I am a part of the settlement?

You are a member of the Settlement Class and affected by the Settlement if:

- You are a Benefit Recipient in the United States whose Personally Identifiable Information (“PII”) was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident. The following entities and individuals are excluded from the definitions of “Settlement Class Members” or “Class Members”:
  - CareCentrix;
  - Any entity in which CareCentrix has a controlling interest;
  - Any parent or subsidiary of CareCentrix;
  - Any entity that is controlled by CareCentrix;
  - The officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of CareCentrix;
  - All judges and court personnel involved in this Action, along with their immediate family members.

### 6. Are there exceptions to being included?

If you exclude yourself from the Settlement, you are no longer part of the Settlement Class and will no longer be eligible to receive any of the Settlement benefits. This process of excluding yourself is also referred to as “opting out” of the Settlement. See Question 13 below.

### 7. I am still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-XXX-XXX-XXXX or visit [website] for more information. Or you can fill out and return the Claim Form described in Question 10 to see if you qualify.

## THE SETTLEMENT BENEFITS

### 8. What does the settlement provide?

Under the Settlement, CareCentrix will create a non-reversionary settlement fund of \$6.3 million to fund all aspects of the Settlement, including Reimbursement for Out-of-Pocket Losses, Monitoring and Assisted Restoration Services, Alternative Compensation, Administrative Costs and Notice Costs, Service Awards, and Attorneys’ Fees and Expenses.

Two types of claims may be made: (1) Out-of-Pocket Losses from verifiable unreimbursed costs or expenditures that Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident up to \$5,000; or (2) Alternative Compensation which provides for a \$50 per class members payments, both subject to pro rata increases or decreases dependent on the number of claims filed. A Settlement Class Member may also elect to receive monitoring and assisted restoration services for up to 3 years for both personal information and medical information by Identity Guard. Additionally, California Settlement Class Members are eligible for an additional payment of \$50, subject to a pro rata increase or decreases, depending on the number of claims filed.

Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]

Finally, Class Counsel will apply to the Court for an Order awarding attorneys' fees and expense reimbursements not to exceed one-third (33 1/3%) of the Settlement Fund, and Class Settlement Representative Service Awards of up to \$5,000 to each Settlement Class Representative.

## 9. How much will my payment be?

If you are a Benefit Recipient CareCentrix customer in the United States whose Personally Identifiable Information ("PII") was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident, and do not "opt out" of the Settlement, you may be eligible for a payment under the Settlement. If you file a timely and valid Claim, the amount you receive will depend on the type of Claim(s) filed and other variables. The two types of Claims are described below:

- **Claims for Out-of-Pocket Losses:** These are verifiable unreimbursed costs or expenditures that a Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident. Settlement Class Members may file a claim for up to \$5,000 in Out-of-Pocket Losses, subject to increases or decreases *pro rata* depending upon the number of claims filed. Out-of-Pocket Losses may include, without limitation, the following:
  - i. unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, medical fraud, or other alleged misuse of Settlement Class Members' personal information;
  - ii. professional service costs—such as law firms or credit repair services—related to misuse of Settlement Class Members' personal information;
  - iii. miscellaneous expenses incurred related to any Out-Of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
  - iv. credit monitoring costs that were incurred on or after June 1, 2019, through the date of the Settlement Class Member's claim submission;
  - v. up to 10 total hours for verified and documented time spent taking Preventative Measures and time spent remedying fraud, identity theft, or other misuse of a Settlement Class Member's personal information that is fairly traceable to the AMCA Security Incident at \$25 per hour.
- **Alternative Compensation:** In lieu of seeking Out-of-Pocket Losses, Settlement Class Members may submit a claim for Alternative Compensation, which shall be up to \$50 per Settlement Class Member, subject to *pro rata* increases or decreases, depending on the number of claims filed.
- **Monitoring and Assisted Restoration Services.** In addition to Out-of-Pocket Losses or Alternative Compensation, Settlement Class Members will be eligible to claim and enroll in up to 3 years of Monitoring Services, which shall include and shall be delivered consistent with the standards set forth in Exhibit 1 of the Settlement Agreement, for both personal information and medical information. These services will be provided by Identity Guard, which will be appointed by the Court as the provider of Monitoring Services and be subject to the Court's jurisdiction for enforcement of the terms of this Settlement.
- **Additional California Settlement Class Member Compensation.** Regardless of whether a Settlement Class Member submits a claim for Alternative Compensation or Out-of-Pocket Losses, and/or Monitoring and Assisted Restoration Services, if the Settlement Class Member resided in the State of California between August 1, 2018, and March 30, 2019, then that Settlement Class Member will also be eligible for an additional payment of \$50, subject to *pro rata* increases and decreases, depending on the number of claims filed.

To ensure adequate compensation, 1/3 of the Net Settlement Fund will be used to compensate Settlement Class Members' Claims for Alternative Compensation and Additional California Settlement Class Member Compensation. To the extent the aggregate amounts required to fund the settlement provisions for Out-of-Pocket Losses, Alternative Compensation, and Additional California Settlement Class Member Compensation listed above exceed the amount of the Net Settlement Fund remaining after distributions are made to fund Monitoring and Assisted Restoration Services,

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

the cash payments provided in these provisions shall be reduced on a *pro rata* basis, meaning cash payments shall be allocated based on each claimant's proportional share of the remainder of the Settlement Fund.

If any remaining funds in the Net Settlement Fund remain after payments for Out-of-Pocket Losses and Monitoring and Assisted Restoration Services, then the amount of money paid to Settlement Class Members for Alternative Compensation and Additional California Settlement Class Member Compensation will be increased until their pro rata allotment equals 100% of each Settlement Class Member's Claim. Thereafter, the remaining funds will be split proportionally among Settlement Class Members related to the amount of their valid Claim.

**Non-Pursuit of Outstanding or Unresolved Charges.** Within ten (10) days of the Settlement Agreement's Effective Date, CareCentrix agrees to cease pursuit of any amounts due and owing or otherwise unresolved at the time of the final approval of the Parties' Settlement Agreement which were referred to AMCA by CareCentrix prior to the AMCA Security Incident that is the subject of the litigation captioned *In re Am. Med. Collection Agency, Inc. Customer Data Sec. Breach Litig.*, Civil Action No. 19-md-2904 (MCA)(MAH), pending in the United States District Court for the District of New Jersey (hereinafter "Unpaid Amounts"). CareCentrix shall also inform its debt collection agencies, third parties, or servicers that any ongoing efforts to pursue Unpaid Amounts for Participating Class Members shall cease. At no point in the future shall CareCentrix or any of its servicers, contractors, subsidiaries, parents, successors, or assigns pursue collection of the Unpaid Amounts by individuals whose accounts were impacted by the AMCA Security Incident. Notwithstanding the foregoing, nothing shall impact CareCentrix's ability to pursue debts or unpaid balances owed to it that were not subject to the AMCA Security Incident. None of the Settlement Fund shall be used to fund this provision of the Settlement.

## HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

### 10. How can I get payment?

To qualify for a payment, you must complete and submit a valid Claim Form available at [Website]. You may also request that a Claim Form be mailed to you by calling or emailing the Settlement Administrator. All Settlement Class Members that wish to receive compensation must complete and submit a Claim Form and follow its instructions, including submitting supporting documentation as needed.

To properly complete and timely submit a Claim Form, you should read the instructions carefully, include all information required by the Claim Form, sign it, and either submit the signed Claim Form electronically through [Website] by \_\_\_\_\_, 2023 or mail it to the Settlement Administrator postmarked no later than \_\_\_\_\_, 2023 at the following address:

CareCentrix Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

The Settlement Administrator will review your claim to determine its validity and the amount of your payment.

### 11. When would I get my payment?

The Court will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m., at the U.S. District Court of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to decide whether to approve the Settlement (the "Final Approval Hearing"). If the Court approves the Settlement, there may be appeals. Payments to Settlement Class Members will be made after the Settlement is finally approved and any appeals or other required proceedings have been completed as set forth in the Settlement Agreement. You may visit [Website] for updates on the progress of the Settlement. Please be patient.

### 12. What am I giving up to receive a payment or remain in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against CareCentrix arising out of or relating to the AMCA Security Incident. The specific claims you are giving up against Defendant

Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]

are described in the Settlement Agreement. The terms of the release are described in Section \_\_\_\_\_ of the Settlement Agreement. Read it carefully. The Settlement Agreement is available at [Website].

If you have any questions, you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

If you want to keep your right to sue or continue to sue CareCentrix based on claims this Settlement resolves, you must take steps to exclude yourself from the Settlement Class (see Questions 13-15).

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **13. How can I opt out of the settlement?**

To exclude yourself from the Settlement, or “opt out,” you must send a letter by first-class postage prepaid U.S. mail that includes the information in the bullet points below. If you fail to include this information, the notice of exclusion will be ineffective and the Settlement Class Member will be bound by the Settlement, including all releases.

- The name of this Litigation (*In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*), Civil Action No. 19-md-2904 (D.N.J.));
- The Settlement Class Member’s full name, address, and phone number;
- The words “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement; and
- The Settlement Class Member’s personal signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit).

You must mail via first-class postage prepaid U.S. mail the completed above-described letter, postmarked no later than [REDACTED], 2023, to the Settlement Administrator at:

CareCentrix Settlement Administrator  
Attn: Exclusions  
P.O. Box 58220  
Philadelphia, PA 19102

Alternatively, you may submit your request for exclusion online at [REDACTED]. The deadline to submit a request for exclusion is [REDACTED], 2023.

If you ask to be excluded, you will not get any payment as part of this Settlement, and you cannot object to this Settlement. You will not be legally bound by anything that happens in the Settlement and related proceedings. You may be able to sue (or continue to sue) CareCentrix in the future. If you object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself.

### **14. If I don’t opt out, can I sue CareCentrix for the same thing later?**

No. Unless you exclude yourself from the Settlement, you give up any right to sue CareCentrix for claims arising out of or related to the AMCA Security Incident. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is [REDACTED], 2023.

### **15. If I excludes myself, can I get money from this Settlement?**

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

No. If you exclude yourself, do not send in a Claim Form asking for a payment and/or monitoring.

## THE LAWYERS AND INDIVIDUALS REPRESENTING YOU

### 15. Do I have a lawyer in the case?

Yes. The Court appointed to represent you and other members of the Settlement Class the following law firms Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. in Roseland, New Jersey; Lite DePalma Greenberg & Afanador, LLC in Newark, New Jersey; DiCello Levitt, LLC in Chicago, Illinois (collectively, “Class Counsel.”); and Hausfeld LLP in Washington, DC. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval), as described below. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 17. How will the lawyers and individuals representing the Settlement Class be paid?

Class Counsel joined with other law firms around the country to initiate the class action lawsuits, consolidate them into a single action, and prosecute the action for the Class Representatives and Settlement Class Members. Class Counsel worked on a contingent basis, which means that they receive a fee only if the lawsuits are successful. None of the lawyers has yet received any payment for their time or expenses. The lawyers intend to ask the Court to approve an award of no more than 33 1/3% of the Settlement Fund for fees to compensate them for their time, the financial risk that they undertook, and reimbursement of all litigation expenses incurred.

The Settlement Class is represented by Brian G. Graifman and Andrea Hall, who asserts claims on her own behalf and on behalf of L.D., a minor (the “Settlement Class Representatives”). In addition to the benefits that the Settlement Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—Class Counsel will request that the Settlement Class Representatives each receive Service Awards of no more than \$5,000 for the efforts that they have expended on behalf of the Settlement Class. The amount of the Service Awards approved by the Court will be paid from the Settlement Fund.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed Service Awards to the Settlement Class Representatives at the Final Approval Hearing scheduled for [REDACTED], 2023. Class Counsel will file an application for fees, expenses, and Service Awards no later than [REDACTED] days before the Opt-out and Objection Deadline]. The application will be available on the Settlement Website ([Website]) or you can request a copy by contacting the Settlement Administrator (see Question 23).

## OBJECTING TO THE SETTLEMENT

### 18. How do you tell the Court that you does not like the settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you both object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself (*i.e.*, opted out) and your objection will be deemed null and void.

Your objection must be in writing, and must include:

- The name of this Litigation: (*In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*), Civil Action No. 19-md-2904 (D.N.J.));
- Your full name, address, email address, and telephone number;
- An explanation of the basis for why you are a Settlement Class Member;
- Whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

Settlement Class;

- All grounds for the objection stated with specificity, accompanied by any legal support for the objection;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement, Class Counsel's request for attorney's fees, costs, and expenses, or the application for Service Awards;
- The identity of all representatives (including counsel representing the objector) who will appear at the Final Approval Hearing;
- A description of all evidence to be presented at the Final Approval Hearing in support of the objection, including a list of any witnesses, a summary of the expected testimony from each witness, and a copy of any documents or other non-oral material to be presented; and
- Your signature on the written objection.

Any objection must be either filed electronically with the Court or mailed to the Clerk of the Court, Class Counsel, and CareCentrix's counsel at the addresses set forth below. The objection must be electronically filed, or if mailed postmarked, no later than [REDACTED], 2023.

Court	Class Counsel (you only need to pick one)	CareCentrix's counsel
Clerk of the Court U.S. District Court District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07102	James Cecchi <b>CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY &amp; AGNELLO, P.C.</b> 5 Becker Farm Road Roseland, NJ 07068  Joseph J. DePalma <b>LITE DEPALMA GREENBERG &amp; AFANADOR, LLC</b> 1835 Market Street, Suite 2626 Philadelphia, PA 19103	Lane Davis William Brown David Dill <b>NELSON MULLINS RILEY &amp;</b> Greenville One 2 W. Washington Street Suite 400 Greenville, SC 29601
	Amy E. Keller <b>DICELLO LEVITT, LLC</b> Ten North Dearborn Street, 6 <sup>th</sup> Floor Chicago, Illinois 60602	
	James J. Pizzirusso <b>HAUSFELD LLP</b> 888 16 <sup>th</sup> St., Ste 300 Washington, DC 20006	

In addition, any Settlement Class Member that objects to the proposed Settlement Agreement may be required to appear for deposition regarding the grounds for its objection and must provide along with its objection the dates when the objector will be available to be deposed during the period from when the objection is filed through the date five (5) days before the Final Approval Hearing.

**19. What is the difference between objecting and excluding/opting out?**

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the benefits provided by the Settlement or other terms of the Settlement only if you stay in the Settlement Class. Excluding yourself or "opting out" is telling the Court that you don't want to be included in the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement and related releases because the Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at [REDACTED] 2023, in Courtroom 4A before U.S. District Judge Madeline Cox Arleo of the U.S. District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, or at such other time, location, and venue as the Court may Order. This hearing date and time may be moved. Please refer to the Settlement Website ([Website]) for notice of any changes.

By no later than [REDACTED] days prior to Opt-out and Objection Deadline, Class Counsel shall file a motion for final approval of the Settlement and a motion for attorneys' fees, costs, and expenses and for Service Awards. Objectors, if any, shall file any response to Class Counsel's motions no later than [REDACTED] days prior to the Final Approval Hearing. By no later than [REDACTED] days prior to the Final Approval Hearing, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses and for Service Awards shall be filed.

At the Final Approval Hearing, the Court will consider, among other things, whether the Settlement is fair, reasonable, and adequate; how much Class Counsel will receive as attorneys' fees and costs and expenses; and whether to approve Service Awards to the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear (see Question 18). At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

### 21. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you submitted your objection timely and in accordance with the requirements for objecting set out of the Settlement (see Question 18), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## IF YOU DO NOTHING

### 22. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will remain a part of the Settlement Class but will not get any payments or monitoring services from the Settlement. And, unless you exclude yourself, you will not be able to sue CareCentrix about claims arising out of or related to the AMCA Security Incident being resolved through this Settlement ever again. See the Settlement Agreement for more details about the releases.

## GETTING MORE INFORMATION

### 23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement at ([Website]) or from the Settlement Administrator by calling toll-free 1-XXX-XXX-XXXX. You may also write to the Settlement Administrator via mail or email.

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

Mail: CareCentrix Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.  
Email: [REDACTED]

*Please do not contact the Court or CareCentrix with questions about the Settlement.*

**Questions? Call [REDACTED] toll free, or visit [REDACTED]**